

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Bruce Taylor/954-327-3741

PREPARED BY: Heidi G. Klemm

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: CONTRACT RENEWAL- A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE SECOND RENEWAL OF THE CONTRACT AWARDED TO MATVEST, INC., D/B/A BERMEX, INC. FOR WATER METER READING SERVICES (R-2006-142).

EXECUTIVE SUMMARY: BID RENEWAL

- . Contract for meter reading services was awarded to Matvest, Inc., d/b/a Bermex, Inc. in May 2006
- . Original contract term is for three (3) years with the option to renew for two (2) additional one (1) year periods.
- . Matvest, Inc., d/b/a Bermex, Inc. has agreed to renew the contract with all conditions stipulated in the contract remaining the same.
- . The Utilities Department would also like to recommend renewal of this contract
- . This is the final renewal option on this contract
- . Renewal term is for one (1) year

PREVIOUS ACTIONS: R-2006-142

CONCURRENCES: N/A

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$59,929

Account name and number: Contractual Services (040-1058-536-0302)

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Letter from Matvest, Inc., d/b/a Bermex, Inc., Utilities Department Recommendation, R2006-142 with attachments.

RESOLUTION NO.

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE SECOND RENEWAL OF THE CONTRACT AWARDED TO MATVEST, INC., D/B/A BERMEX, INC. FOR WATER METER READING SERVICES (R-2006-142) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town awarded the contract for meter reading services to Matvest, Inc., d/b/a Bermex, Inc. (R2006-142); and

WHEREAS, the terms and conditions of the contract allow for two (2) one (1) year extensions by mutual agreement of the parties; and

WHEREAS, Matvest, Inc., d/b/a Bermex, Inc. has agreed to renew the contract for the final one (1) year renewal term.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council wishes to accept the one (1) year renewal of the contract awarded to Matvest, Inc. d/b/a Bermex, Inc. covering the period beginning June 1, 2010 and ending May 31, 2011.

SECTION 2. The Town Council hereby authorizes the expenditure from the Utilities Department Contractual Services account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

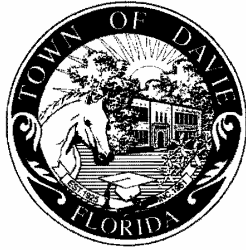
PASSED AND ADOPTED THIS _____ DAY OF _____, 2010.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2010.



• DAVIE, FLORIDA 33314
PHONE: 954.797. • FAX: 954.797. • WWW.DAVIE-FL.GOV

Memorandum

TO: Herb Hyman, Procurement Manager

FROM: William T. Peele, Superintendent of Operations *WTP*

THROUGH: Bruce Taylor, Utilities Director *BT/hgk*

SUBJECT: Bid Recommendation - Meter Reading Services

DATE: May 6, 2010

Attached please find a letter from Bermex expressing their desire to renew the contract for meter reading services for the final one year renewal term at the current rates.

We would like to recommend the renewal of this contract for one year beginning on June 1, 2010 and ending on May 31, 2011.

If you have any questions, please contact me.

:hgk



15-Feb-10

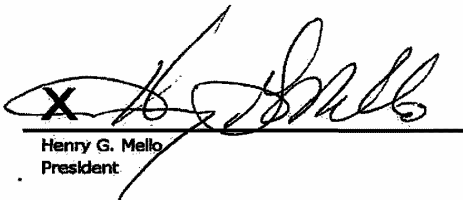
Town of Davie Florida
6591 Orange Drive
Davie, Florida 33314-3399
Attention Mr. Bill Peele
RE: Contract Renewal

Mr. Peele

Bermex, Inc. wishes to continue its service to the Town of Davie for their meter reading requirements.

Bid # B-06-31 called for an initial term of (3) years beginning on 01-Jun-2006 and allows for (2) additional (1) year terms. In this the second of the renewal years Bermex, Inc will hold pricing at the current price of \$0.537 per read.

If there is anything else you would require for this renewal please feel free to contact me. Thank you for the opportunity to service the Town of Davie in the past, and we look forward to continuing over the next year.

 15-FEB-10
Henry G. Mello
President

RESOLUTION NO. R-2006-142

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE CONTRACT WITH MATVEST, INC. D/B/A BERMEX, INC. FOR WATER METER READING SERVICES.

WHEREAS, the Town is in need of water meter reading services; and

WHEREAS, the Town Council approved the award of the bid for meter reading services to Matvest, Inc. d/b/a Bermex, Inc. (Resolution 2006-131).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

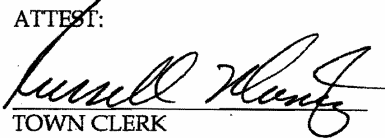
SECTION 1. The Town Council hereby authorizes the Mayor to sign the Contract with Matvest, Inc. d/b/a Bermex, Inc. for meter reading services.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 17th DAY OF May, 2006.


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 17th DAY OF May, 2006.

AGREEMENT FOR METER READING SERVICES

The **TOWN OF DAVIE** ("Town") herewith engages with **MATVEST, INC. d/b/a BERMEX, INC.** ("Contractor") to read all water meters under the Town's control.

Appendix "A", METER READING SERVICES, is hereby attached and made a part of this Agreement.

Appendix "B", COMPENSATION, is hereby attached and made a part of this Agreement.

Appendix "C", SCHEDULE, is hereby attached and made a part of this Agreement.

The terms of this agreement will be for a period of three (3) years, effective June 1, 2006 through May 31, 2009, with the understanding that there can be two consecutive one (1) year renewal options of this Agreement if mutually agreed upon in writing by the Town and Contractor.

Written notice concerning this Agreement will be directed to the Contractor at:

MATVEST, INC. d/b/a BERMEX, INC.
37244 Groesbeck Highway, Suite A
Clinton Township, MI 48036
Attn: Henry G. Mello, President

or to the Town at:

TOWN OF DAVIE
6591 Orange Drive
Davie, FL 33314
Attn: Budget & Finance Director

Contractor agrees to notify the Town in writing of any change in address or telephone number within ten (10) days of such change. Further, Contractor is to provide the Town with a certificate of insurance as set forth in Appendix A, Section 3, INSURANCE.

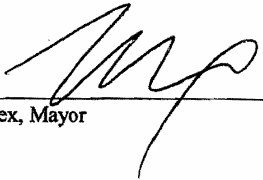
The Town of Davie is exempt from any taxes imposed by State or Federal Government. Exemption certificates will be supplied upon request.

It is expressly understood that Contractor and its' employees are serving as an independent contractor with the Town of Davie in conformance with the scope of services described herein.

APPROVED THIS 17th DAY OF May, 2006

TOWN OF DAVIE

MATVEST, INC., d/b/a BERMEX, INC.



Tom Truex, Mayor

 01-MAY-06

Henry G. Mello, President

APPENDIX "A"

METER READING SERVICES

1. SCOPE OF SERVICES

Contractor's water meter reader(s) shall be responsible for obtaining complete, accurate meter readings and recording them in hand-held meter reading devices to be provided by the Town of Davie in accordance with the schedule established by the Finance Department of the Town and outlined in Appendix C, SCHEDULE. The Town of Davie shall be responsible for providing electronic meter reading devices which are properly functioning and calibrated for Contractor's use. The electronic meter reading devices shall be programmed on a daily basis by the Town of Davie and available to Contractor at the beginning of each day. The individual(s) shall be responsible, on a daily basis, to report damaged and/or broken meters and meter boxes and unreadable meters, etc., observed during the performance of their duties. In the event that such conditions exist, the meter reader will advise the Town of Davie Utilities Department promptly. In no case shall Contractor be liable for not reading a water meter due to unforeseen circumstances or circumstances beyond its control.

Readings shall be taken no earlier than 7:30 am and no later than 4:30 pm from Monday thru Friday. The meter reader must complete the reading of the entire route on its scheduled day. Reading the meters on Saturday will be allowed if circumstances require and prior approval is obtained from the Town. Readings on Sunday and special Holidays shall be prohibited. The meter reading devices shall be returned to the Utilities Department Office no later than 5:00 pm of the scheduled read day. Exceptions to these hours must have prior approval by the Town. Weather conditions must not prevent the accomplishment of services under this contract unless otherwise agreed by the Town.

The intent of the Town of Davie is to bill for water service based on actual consumption. Therefore, the **readings shall not be estimated.** All reads must be accomplished within a prescribed time so as not to delay the billing cycle. Additionally, the reader(s) shall not obtain readings earlier than two (2) days ahead or after the predetermined schedule or prior to the first day of the month which is to be billed.

2. PERSONNEL

The individual(s) performing the service shall, at all times, be properly attired including use of hard sole shoes. Shirts which will clearly identify Contractor's meter readers must be worn at all times. Contractor's vehicles must also clearly identify that they are a Contract Meter Reader. Contractor will promptly return all Town of Davie hand held devices upon termination or non-renewal of this Agreement before payment of any sums due Contractor will be made by the Town of Davie.

3. INSURANCE

Contractor shall furnish WORKERS' COMPENSATION INSURANCE, HEALTH INSURANCE, ETC., Liability Insurance for bodily injury and property damage in the amount of \$500,000 per occurrence must be supplied to the Town of Davie prior to commencement of work. The Certificate of Insurance Form must also name the Town of Davie as an additional insured. The Town shall, in no way, be held responsible for any injuries or accidents to Contractor or INDIVIDUALS IN ITS EMPLOY, which they may incur during the course of performing their service to the Town of Davie. The Town of Davie shall, in no way, be held responsible for ACTS OF CONTRACTOR AND/OR ANY OF ITS EMPLOYEES, who, during the discharge of their duties, willfully, or accidentally, cause damage or loss to any property.

Minimum acceptable automobile insurance is \$500,000. The Town shall be named as an additional insured. The successful Contractor shall furnish certificate of insurance to be submitted prior to commencement of the contract.

4. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the TOWN from any liability whatsoever arising out of the negligent or other wrongful acts or admissions or omissions of Contractor or it's employee's, officers and/or agents in implementing this Agreement, including defense costs, attorney's fees, and all other fees incidental to the defense, loss, or damage the Town may suffer as a result of suits, claims, demands, costs, or judgments against the Town that arise out of the implementation of this Agreement. TOWN agrees to indemnify and save harmless Contractor of any liability arising out of the negligent or other wrongful acts or admissions or omissions of the TOWN's employees, officers and/or agents arising out of the implementation of this Agreement. Nothing in this Agreement shall be construed to affect in any way the TOWN's rights, privileges, and immunities, including sovereign immunity as provided by law as set forth in Florida Statute 768.28.

5. MISCELLANEOUS

5.1 FORCE MAJEURE

Performance of this Agreement by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or for nonperformance due to causes not reasonably within its control, such as acts of civil or military authority (including courts or administrative agencies) acts of God, war, riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods, strikes, lockouts or other labor disputes or difficulties; and provided the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion dates will be affected thereby, and shall exercise

APPENDIX "B"

COMPENSATION

1. PRICE OF SERVICES

The price to perform the Services as set forth in this Agreement will be \$.537 for each meter read.

2. REMEDIES

If a customer requests a reread of their meter, the Town of Davie will provide the personnel necessary to accomplish such a reread. If the original reading was incorrect as determined by the reread, the Town of Davie will deduct \$5.00 per error for errors greater than 1 per 1,000; the charge will be deducted from the following month's invoice. Such deduction shall be the exclusive remedy of the Town of Davie in the event of an incorrect reading. Only meters that are read will be paid; unread meters will not be paid.

3. INVOICING

Contractor will invoice the Town of Davie on a once a month basis. Payment shall be made 30 days following the receipt of a correct invoice.

APPENDIX "C"

SCHEDULE

MONTHLY READING TIMETABLE

The Town bills all customers on the same date each month. The reading schedule as detailed herein, provides a schedule for work covering the Town's approximate 9300 meters. Adherence to this schedule is required to allow sufficient time for billing. Contractor may work at its own pace as long as all meters are ready by the end of each cycle billing date.

<u>CYCLE</u>	<u>BEGINNING DATE</u>	<u>ENDING DATE</u>
1	1 ST workday of month	6 th workday of month
2	7 th workday of month	11 th workday of month
3	12 th workday of month	15 th workday of month
4	16 th workday of month	20 th workday of month